

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Kera Salter

Plaintiff/Petitioner(s)

VS.

BEACON HOME CARE GROUP,
INC., a California
corporation;

Defendant/Respondent

(s)

No. 22CV011847

Date: 12/05/2024

Time: 1:48 PM

Dept: 23

Judge: Michael Markman

ORDER re: Ruling on Submitted
Matter

The Court, having taken the matter under submission on 12/05/2024, now rules as follows:

The Motion for Final Approval of Settlement filed by Kera Salter on 11/25/2024 is Granted.

Plaintiff's motion is GRANTED. Plaintiff must submit a revised proposed order within three (3) days of notice of entry of this order. A compliance hearing regarding distribution and final accounting is set for June 5, 2025, at 10:00 a.m. in Department 23.

BACKGROUND FACTS

This is a wage-and-hour class action and PAGA representative action. Plaintiff Kera Salter seeks to represent a class of non-exempt California employees of Defendant Beacon Home Care Group, Inc, alleging various violations of the California Labor Code. Plaintiff also asserts a cause of action under the Private Attorney General Act to recover civil penalties on behalf aggrieved employees. The parties agreed to settle the claims for \$205,000.00, and the court granted preliminary approval of the settlement. Plaintiff now seeks final approval of the settlement, which includes a \$5,000 individual settlement for the named plaintiff; \$16,000.00 in PAGA penalties (75% of penalties go to California Labor and Workforce Development Agency (LWDA) and 25% to aggrieved employees); \$8,500.00 in settlement administration costs; a class representative service payment of \$7,5000.00; \$66,666.67 in attorney's fees; and \$25,384.99 in litigation costs.

LEGAL STANDARD

To prevent "fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval." (Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1800.) A court "must determine the settlement is fair, adequate, and reasonable." (Id. at p. 1801.) A "'presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.'" (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 128 [quoting Dunk,

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supra, at p. 1801].)

Similarly, a “trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount”].)

DISCUSSION

In this case, the parties mediated and reached settlement after arm’s length negotiations, and counsel conducted sufficient investigation and discovery to allow counsel and the court to act intelligently. (Leviant Decl., ¶¶ 4–10; 13–20.) Counsel cites significant team member experience in litigating class actions. (Id., ¶¶ 21–26.) The settlement administrator received no written objections in response to the class notice. (Mitzner Decl., ¶ 8.) The terms are generally fair, adequate, and reasonable. The enhancement award of \$7,500.00 for the named plaintiff is approved in light of the service provided to class members and the state, including the time spent preparing and sitting for deposition. This is in addition to the \$5,000.00 individual settlement provided for in the parties’ agreement.

The court, however, is not persuaded that deviation from its 30% attorney’s fees benchmark is warranted (See Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495 [citing Ninth Circuit approval of 25% and Eleventh Circuit approval of 20–30% range]; see also Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175 [“Although the trial court would be acting within its discretion to award less than 31 percent, we note that 31 percent is not out of line with awards in class actions, which, like this case, involve attorney fees to be paid by a protected class and that require court approval.”]; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11.) A “court approving a settlement that includes a negotiated fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys’ work.” (Robbins v. Alibrandi, 127 Cal.App.4th 438, 452.) In this case, a 30% benchmark applied to the \$205,000.00 total settlement value results in a \$61,500.00 fee award. Plaintiff’s counsel did not provide an information from which a lodestar check could be calculated, but 30% appears reasonable given that the case settled before dispositive motions or trial, and counsel has not identified unusual circumstances or risks. The court, therefore, exercises its discretion to approve an attorney’s fees award of 30%, rather than 1/3 of the gross settlement amount.

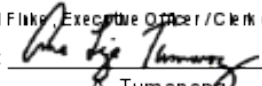
Dated : 12/05/2024



Michael Markman / Judge

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 12/05/2024
PLAINTIFF/PETITIONER: Kera Salter	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong
DEFENDANT/RESPONDENT: BEACON HOME CARE GROUP, INC., a California corporation;	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 22CV011847

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order re: Ruling on Submitted Matter entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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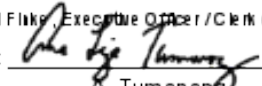
Dated: 12/05/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk

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CERTIFICATE OF MAILING	CASE NUMBER: 22CV011847

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

BEACON HOME CARE GROUP, INC., a California corporation;
555 Pierce St
Unit CML-4
Albany, CA 94706

Dated: 12/05/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk

CERTIFICATE OF MAILING